

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA, :
: Plaintiff, : Docket No.
VS. :
: FAITH DORIO, :
: Defendant. : September 27, 2019

COMPLAINT

NOW COMES the United States of America, by and through its undersigned attorneys, and alleges the following:

1. This is a civil action brought by the plaintiff, United States of America, on behalf of the United States Department of Veterans Affairs (“VA”) to reduce to judgment a debt owed by the defendant to the VA.
2. This Court has jurisdiction over this case pursuant to 28 U.S.C. § 1345.
3. The Defendant, Faith Dorio, is an individual who resides in the State of Connecticut, and is within the jurisdiction of this Court.
4. On or about April 18, 2011, Faith Dorio (the “Defendant”) executed a National Nursing Education Initiative (NNEI) Scholarship Program Agreement. Pursuant to this Agreement, Defendant was awarded NNEI funding for tuition and reasonable educational expenses in furtherance of her nursing education. By accepting this NNEI award, Defendant agreed, *inter alia*, to serve a period of obligated service with the VA for three years. *See* NNEI Agreement, attached hereto as Exhibit A.

5. Defendant was awarded her nursing degree on or about March 3, 2013. On October 10, 2013, Defendant tendered her resignation from the VA, effective November 1, 2013. As of her separation date from the VA, Defendant had only completed 8 months and 3 days of her three-year service obligation, and was in breach of her NNEI agreement.

6. The terms of the NNEI agreement provide that if the Defendant breached the agreement by failing for any reason to complete her period of obligated service, the United States shall be entitled to recover triple damages. *See Exhibit A at 2, ¶ 5.*

7. Defendant is indebted to the United States in the principal amount of \$57,597.02, plus interest on this principal in the amount of \$2,316.23, for a total debt of \$59,913.25. *See Certificate of Indebtedness, attached hereto as Exhibit B.*

8. Demand has been made upon the Defendant by the United States for the sum due, but the amount due remains unpaid.

WHEREFORE, the United States demands judgment against the Defendant for the total of \$59,913.25, which includes accrued interest on the principal of \$2,316.23.

The United States further demands, pursuant to 28 U.S.C. Section 1961, that interest on any judgment be at the legal rate until the judgment is paid in full.

Respectfully submitted,

UNITED STATES OF AMERICA

JOHN H. DURHAM
UNITED STATES ATTORNEY

/s/

LAUREN M. NASH, ct01705
ASSISTANT UNITED STATES ATTORNEY
UNITED STATES ATTORNEY'S OFFICE
157 CHURCH STREET, 25th FLOOR
NEW HAVEN, CT 06510
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Department of Veterans Affairs

NATIONAL NURSING EDUCATION INITIATIVE (NNEI) SCHOLARSHIP PROGRAM AGREEMENT

INSTRUCTIONS: Do not make any alterations to this document. Only use ballpoint pen to complete.

SECTION A - The Department of Veterans Affairs (VA) Employee Incentive Scholarship Program (EISP) was established by Title VIII of Public Law 105-368 (the "Department of Veterans Affairs Health Care Personnel Incentive Act of 1998") and codified at sections 7671-7675 of Title 38, United States Code. Under this authority, the VA may award scholarships under the EISP to support the NNEI.

SECTION B - Obligation of the Under Secretary for Health.
Subject to availability of funds appropriated by the Congress of the United States for the Employee Incentive Scholarship Program, the Under Secretary for Health agrees to :

1. Provide the undersigned employee with a NNEI award consisting of the payment of tuition and reasonable educational expenses as authorized by 38 U.S.C. 7671-7675.
2. Ensure that each employee selected to participate in the EISP is an eligible Department employee who, as of the date on which the employee submits an application for participation in the NNEI, has been continuously employed by the Department for not less than one year immediately preceding submission of the application.
3. Appoint the employee to a position providing health services in accordance with Section C9 of this agreement. This will be accomplished as soon as possible after the employee completes the NNEI sponsored education or training and meets all the applicable qualification requirements for appointment to the position.

SECTION C - Obligation of the Employee. In consideration of payments under the NNEI, the employee agrees to :

1. Accept the NNEI award provided by the Under Secretary for Health under Section B1 of this agreement.
2. Pursue education or training in a field leading to appointment or retention in a Title 38 or Hybrid-Title 38 position listed in 38 U.S.C., Section 7401 in a health care discipline for which recruitment or retention of qualified personnel is difficult. This education or training must be approved by the Under Secretary for Health for participation in the NNEI.
3. Maintain full-time or part-time enrollment until completion of the course of study for which the scholarship award is provided.
4. Maintain an acceptable level of academic standing as determined by the educational institution, while enrolled in the course of study for which the scholarship award is provided.
5. Maintain an acceptable level of work performance and conduct prior to beginning their service obligation period.
6. Maintain VA employment while enrolled in the course of education or training for which the scholarship is provided.

7. Notify the Program Coordinator in writing, of any of the following changes within 10 days: change in name, address, telephone number, enrollment status, plan of study, or academic standing.
8. Complete all coursework within a maximum of three years after enrollment for full-time students and a maximum of six years after enrollment for part-time students.
9. Ensure that the NNEI program officials have access to educational or training institution official transcripts and other information and documents required to assess the academic standing, status, and progress of the scholarship recipient.
10. Serve a period of obligated service. All full-time and part-time employees who enroll in the program must serve a period of obligated service as full-time employees in the Veterans Health Administration (VHA). A full-time student will incur a service obligation of three years, regardless of the amount of education received under the NNEI. The obligated service for a part-time student is pro-rated. It is based on the proportion of the number of credit hours carried by the student in any school year to the number of credit hours required to be carried by a full-time student in the approved course of academic training. However, in no event will the requirement for obligated service under the NNEI be less than one year or greater than three years.

11. Serve the period of obligated service by providing health services in full-time clinical practice of the profession for which trained or in another health-care position in an assignment and location in VHA as determined by the Under Secretary of Health. The beginning date for the period of obligated service varies depending on the type of education or training received by the NNEI participant. This is further explained in VHA Handbook 1020, Employee Incentive Scholarship Program Procedural Handbook.

SECTION D - Breach of NNEI Award. If a participant:

1. Fails to accept payment or instructs the educational institution to which the scholarship payments are to be made not to accept payments under this agreement, the participant (other than a participant under paragraph 2 of this section) shall, in addition to the service or other obligations incurred under this agreement, pay to the United States the sum of \$1,500 as liquidated damages. Payment of this amount must be made within one year of the date on which the participant fails to accept payment of the NNEI award or instructs the school not to accept payment.
2. Fails to maintain any obligation specified in Section C; fails to maintain an acceptable level of academic standing in the course of study for which the award is provided; is dismissed from the educational institution for disciplinary reasons; voluntarily terminates the course of study or program for which the award was granted;

NATIONAL NURSING EDUCATION INITIATIVE (NNEI) SCHOLARSHIP PROGRAM AGREEMENT

or fails to meet any applicable licensure requirement in the case of any other health-care personnel who provide either direct patient-care services incident to direct patient-care services, during a period of time determined under regulations prescribed by the Secretary; or, fails to maintain employment, while enrolled as a part-time student in the course of training being pursued under the NNEI as a Department employee the participant shall, instead of performing the service obligation incurred under this agreement, repay to the United States all funds paid to the participant under this agreement. Payment of this amount must be made within one year from the date academic training terminates.

3. Fails to maintain an acceptable level of work performance or conduct prior to beginning their service obligation period. The participant is terminated from the scholarship program without liability and the participant's actions do not trigger any of the liability term, noted in Section D.

4. Fails to maintain VA employment while enrolled as a full-time student in the course of education or training for which the scholarship award is provided.

5. Breaches the agreement by failing for any reason to complete such participant's period of obligated service, the United States shall be entitled to recover from the participant an amount of triple damages determined in accordance with the following formula:

$$A=3\Phi ((t-s)/t) \text{ in which}$$

"A" is the amount the United States is entitled to recover;
"Φ" is the sum of:

- (a.) The amounts paid under this subchapter, to or on behalf of the participant; and
- (b.) The interest on such amounts which would be payable if at the time the amounts were paid they were loans bearing interest at the maximum legal prevailing rate, as determined by the treasurer of the United States.

"t" is the total number of months in the participant's period of obligated service, including any additional period of obligated service in accordance with Section 7673 (c)(2), Title 38, United States Code.

"s" is the number of months of such period served by the participant in accordance with Section 7673, Title 38, United States Code.

The amount the United States is entitled to recover shall be paid within one year of the date the Under Secretary for Health determines that the participant has failed to begin or complete the period of obligated service. The amount the United States is entitled to recover may be offset against any salary, wages, accrued leave or retirement annuity which the participant is owed at the time the participant was terminated or failed to complete the required obligated service.

SECTION E - Cancellation, Suspension, and Waiver of Obligation

1. Any service or payment obligation incurred under this agreement will be cancelled upon the death of the participant

2. The Under Secretary for Health may waive or suspend the participant's service or payment obligation incurred under this agreement if:

- a. Compliance by the participant with the terms and conditions of the agreement is impossible due to circumstance beyond the control of the participant, or
- b. In cases not related to paragraph 2.a., when considered in the best interest of the Department of Veterans Affairs. Such decisions will be made by the Under Secretary for Health on an individual basis.

SECTION F - Consent for Release of Information.

The undersigned employee consents to allow the educational institution status and academic standing including grade point average at the time of application and, if selected, during the period of award participation. The applicant understands that this authorization is voluntary and the applicant may revoke the consent at any time. However, the applicant further understands that if this authorization is voluntarily revoked after the award of the scholarship, the scholarship award will be terminated and the applicant will be liable for damages in accordance with provisions of Section 7675, Title 38, United States Code.

SECTION G - General Provisions.

The Under Secretary for Health or authorized representative must accept this agreement before it becomes effective. The regulations issued by the Under Secretary for Health to implement the NNEI are incorporated into and made a part of this agreement. I agree to comply with these regulations.

The period of obligated service for this agreement is

2 Years 3 Months 20 Days

Faith Dorio
APPLICANT'S NAME

Faith Dorio
APPLICANT'S SIGNATURE

4-18-11
DATE

SIGNATURE OF UNDER SECRETARY FOR HEALTH, VETERANS HEALTH ADMINISTRATION, OR AUTHORIZED REPRESENTATIVE

DATE

The Program Coordinator will return a completed copy to you. Ensure participant retains a copy for personal records.

COORDINATOR/RECIPIENT COMPLETES SECTIONS I & II, AND ACTIONS REQUIRED IN SECTIONS IV & V.

SECTION I: Education Award Program, Applicant Identification Information, and Employee Signature

1. Select Program:	NNEI: <input checked="" type="checkbox"/>	EISP: <input type="checkbox"/>	VANBEP: <input type="checkbox"/>
2. Enter Complete Applicant Name, Date of Request, and Facility Location Information.			
2.1. Applicant Name:	Faith Dioso		
2.2. Date Submitted (MM/DD/YY):	07/03/12		
2.3. Facility Location:	VA CT Healthcare Systems		
	Fac Num: 689		
The above named recipient is requesting the following amendment of the NNEI/EISP application			
2.4. Employee Signature:	Faith Dioso RW		

SECTION II. Amended Plan of Study.

NOTE: Documentation From School MUST MANDATE Requested Credit Hour Change. See Instructions For Required Documentation.

1. Revised Plan of Study Submitted:	YES: <input checked="" type="checkbox"/>	NO: <input type="checkbox"/>	
2. Completion Date Change (MM/DD/YY):	FROM:	TO:	Change in Total Days
2.1. Completion Date Change Concurrence:	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>	Requested: <input type="checkbox"/>
3. Facility Transfer Request:		Effective Date:	
FROM:		Facility Number:	
TO:		Facility Number:	
3.1. Facility Transfer Request Concurrence:		Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
4. Name Change:			
FROM:			
TO:			

5. Educational Institution Transfer Request. NOTE: Enter Complete Name, Address, City, State, and ZIP Code For The Gaining Institution. Abbreviated/Incomplete Information WILL NOT BE ACCEPTED By HRRO.

FROM:			
TO:			
5.1. ED Inst. Transfer Request Concurrence: Approved: _____ Denied: _____			

5.1. ED Inst. Transfer Request Concurrence: Approved: _____ Denied: _____

6. Credit Hour Change Request:

Current Hours Authorized: _____ **Total Number Hours Requested:** _____ **Change in Hours (+/-)**
6.1. Credit Hour Request Concurrence: **Approved:** _____ **Denied:** _____ **Requested:** _____

7. Breach of Agreement

7.1. Has This Agreement Been Breached?	YES:	NO:
7.2. Date of Agreement Breach (MM/DD/YY):		
7.3. Indicate Employee Status At Breach:	In School:	During Service Obligation Period:
7.4. Select Reason For Breach:	Q: Please select a reason from the dropdown list.	

7.5 Has The Participant Been Terminated From The Scholarship Program? (See VHA Handbook 1020 para 26.g)

7.6. Funds To Be Withdrawn By HRRO:	YES: _____	NO: _____
7.7. Date and Amount of Bill of Collection:	EDU: _____	RSAL: _____
	Date: _____	Amount: _____

8. Amended Funding Request: Request Should Reflect Total Funding - Include Current Funding Plus Additional Requested. Documentation From School Must Be Provided If Requesting Additional Funds Due To Tuition Increases. FY 99-11: List Total Funding & Total Credits Completed for FY 99 Thru FY11. See Instructions.

Requested Funding Distribution and Credit Hours By Education Program and Fiscal Year:

SECTION III TO BE COMPLETED BY HRRO ONLY

SECTION III. HRRO Amended Program Evaluation And Review

1.1 Undergrad Program Start Date		1.2. Undergrad Program End Date		1.3. Undergrad Credit Hours Funded							
01/00/00		01/00/00		0.0							
1.4. Service Obligation Period (SOP) Calculations. 30 Semester Hours in 1 Year – Full time Attendance.											
A. Total credit hours funded (1.3 above):		B. Total days in program ((end date - start date)-1):									
C. Number credit hours per day (A / B):		D. Number credit hours per year (C * 365):									
E. Percent full time attendance (D / 30 SH)		F. Calculated Service Obligation in years (E * 3 years):									
1.5. Undergrad Service Obligation Changes:											
Existing SOP:	Years	Months	Days	New SOP:	Years						
	0	0	0	0.0	N/A						
1.6. Current Undergraduate Funding Distribution:											
FY 99-11	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	TOTAL			
NNEI/EISP:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
VANEEF SAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
						Maximum Allowable HRRQ CH Funding Is:			\$0.00		
						Cost per Credit Hour:			#DIV/0!		
						Total Program Cost:			\$0		
Funded @ Max Authorized Credit Hour Amount:						Funded @ Max Authorized Total Award Amt:			NO		
1.8. VANEEF ONLY: The Following Salary Replacement Dollars Have Been Approved:											
FY 12	FY 13	FY 14	FY 15	TOTAL	Total Overall Cost (Incl. Salary)						
\$0	\$0	\$0	\$0	\$0							
2. Advanced Program Options:											
2.1 Advanced Program Start Date		2.2. Advanced Program End Date		2.3. Advanced Credit Hours Funded							
06/07/11		02/27/13		35.0							
2.4. Service Obligation Period (SOP) Calculations. 16 Semester Hours in 1 Year – Full time Attendance.											
A. Total credit hours funded (1.3 above):		B. Total days in program ((end date - start date)-1):		C. Number credit hours per day (A / B):		D. Number credit hours per year (C * 365):					
C. Number credit hours per day (A / B):		D. Number credit hours per year (C * 365):		E. Percent full time attendance (D / 18 SH)			F. Calculated Service Obligation in years (E * 3 years):				
2.5. Advanced Service Obligation Change:						YES: XX	NO: 0				
Existing SOP:	Years	Months	Days	New SOP:	Years	Months	Days				
	2	3	20	3.0	3	3	30				
2.6. Current Advanced Funding Distribution:											
FY 99-11	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	TOTAL			
NNEI/EISP:	\$6,446.00	\$7,760.00	\$4,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
						Maximum Allowable HRRQ CH Funding Is:			\$24,302.25		
						Cost per Credit Hour:			\$562.17		
						Total Program Cost:			\$19,676		
Funded @ Max Authorized Credit Hour Amount:						Funded @ Max Authorized Total Award Amt:			\$19,676		
3. Requested Undergraduate or Advanced Degree Funding Denied:						0					
Justification: Funding chg to FY12 \$1,060.00 Addl chg FY13 to \$4,410.00; FY11 already funded no chng; SOP chg to 3.0; Comp dt chg to 2/27/13; bmf											
4. Amended Funding - HRRQ Action:						No Funding Change Required:			0		
4.1. Funding Change Noted Above As Follows:						FY 12 Send Additional:			\$1,060.00	FY 12 Withdraw:	
4.2. Future FY Changes Approved:						FY 13 FY 14 FY 15 FY 16 FY 17 TOTAL			\$8,410 \$0 \$0 \$0 \$0 \$0 \$8,410		
SECTION IV: Required Action By Coordinator/Participant.											
1.1. New Signed Agreement Required:		YES: XX		NO: 0							
1.2. Deadline For Signed Agreement:		Signed Agreement Must Be Submitted By:		07/17/12							
NOTE: Signed Agreement Must Be Submitted By The Above Date Or The Requested Amendment Will Be Deleted.											
SECTION V. Processing This Form.											
Important: Send Signed Agreement By SharePoint or Fax To HRRQ @ 504-525-4793											

**AGENCY NAME
CITY AND STATE**

CERTIFICATE OF INDEBTEDNESS

Debtor(s) Name(s) and

Faith Dorio

Address(es) :

[REDACTED]

[REDACTED] CT [REDACTED]

Total debt due United States as of 03/27/2019 : \$ 57,597.02

I certify that Bill of Collections records show that the debtor(s) named above is/are indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$ 2,316.23 from 12/02/2013 at the annual rate of %. Interest accrues on the principal amount of this debt at the rate of \$ per day.

The claim arose in connection with [Describe with statement such as "a loan made by the Nursing Scholarship," "a Government-insured or guaranteed loan made by a private lender and assigned to the United States," "a charge by the _____ for goods and/or services," or "an overpayment or erroneous payment by the _____".

[Statement of the relevant facts, including: How the debtor(s) became indebted to the United States; the date the debtor(s) defaulted on the loan, note, or obligation; principal balance of the debt; amount and rate of accrued interest on principal balance; additional charges such as penalties and administrative costs; date of last voluntary payment; and statutory authorities.]

CERTIFICATION: Pursuant to 28 USC § 1746, I certify under penalty of perjury that the foregoing is true and correct.

Leylan R. Jones
241282

Digitally signed by Leylan R.
Jones 241282
Date: 2019.03.27 13:19:02 -04'00'

3/27/19

(Name and Title) (Signature)

(Date)